



TOWN OF UPTON, MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS

AGREEMENT FOR PURCHASE AND SALE OF WATER

Agreement made pursuant to M.G.L. c. 40, § 4A, on the 13th day of September, 2016, by and between the Town of Upton, a municipal corporation having a principal place of business at Upton Town Hall, One Main Street, Upton, MA 01568 (hereinafter referred to as “Upton”) and the Grafton Water District, a water district organized and existing under Chapter 135 of the Acts of 1984, as amended, and having a principal place of business at 44 Millbury Street, Grafton, MA 01519 (hereinafter referred to as the “District”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions contained herein, Upton and the District agree as follows.

1. The District agrees to provide and sell to Upton upon and subject to the terms and conditions set forth in this agreement such quantities of water not to exceed 400,000 gallons per day for fire-fighting, drinking, and other public purposes as Upton may reasonably require under “emergency circumstances,” as such term is further defined below. The quantity of water delivered shall be at the District Manager’s discretion of source availability, provided that the District Manager shall make reasonable efforts to deliver the quantity required by Upton during such emergency circumstances. The Upton and District water distribution systems shall be interconnected at Williams Street, at the Upton-Grafton Town line, the exact location, mechanics and metering of which shall be determined by the Public Works Director of Upton and the District Manager of the District, subject to the respective approval of the Upton Board of Selectmen and the District’s Board of Water Commissioners.
2. An “emergency” or “emergency circumstances” is defined for purposes of this agreement as an unexpected situation under which Upton has inadequate water resources or water pressure available to it, such as may be the result, for example, a large fire, a break in Upton’s water

distribution system, or other mechanical failure in such system. Except in extraordinary cases, an emergency shall not be deemed to extend beyond five consecutive days.

3. The DPW Director or the Water Superintendent of Upton, or in their absence, the Administrative Assistant or Fire Chief of Upton, shall have the authority to determine the existence of an emergency for the purposes of this agreement and to arrange for the interconnection valve to be opened immediately so that water will be supplied from the District to Upton. Upton and Grafton shall at the termination of the interconnection use determine the charges due Upton for the use of the water. Upon the determination of an emergency, notice shall be provided orally by Upton to the District forthwith by telephone, provided that written notice shall follow within twenty-four hours. Upon receipt of oral notice by telephone, the District Manager or designee shall as soon as reasonably possible open the interconnection valve. Grafton shall be the only operator of the valve at the interconnection.
4. Upton shall promptly pay the District for all water utilized by it pursuant to this agreement at the then (0 – 20,000 gallon) current rate that the District charges its residential customers plus 10% and as shown on the bill submitted to Upton by the District. Upton acknowledges receipt of and shall comply with all the Grafton Water District Rules and Regulations.
5. The District shall provide water quality statistics if requested by Upton of coliform reports, and other water testing results as required by Department of Environmental Protection guidelines.
6. This agreement shall continue in effect for ten (10) years from the date hereof, and shall automatically renew for one successive ten-year period unless Upton notifies the District in writing of non-renewal at least sixty days prior to the end of the then applicable ten-year

period, or unless Upton terminates the Agreement earlier, which it may do in its discretion, upon sixty days prior written notice to the District.

7. The Town of Upton shall install a meter pit within one (1) year from the date of this agreement at its sole cost in order to accurately account for the amount of water provided.

The installation of the equipment shall be approved and inspected by the District.

8. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and it may not be amended except by written instrument executed by both parties.

Upton and the district shall keep accurate records of services performed, payments made, and costs incurred under this Agreement. Each Party shall have the right at reasonable times to examine the records maintained by the other. The Parties shall reasonably cooperate with each other to prepare regular audits of such records to the extent required by G.L. c. 40, § 4A.

9. Upton and the District shall reasonably cooperate with each other to prepare periodic financial statements to the extent required by G.L. c. 40, § 4A, and to comply with all other provisions of such law.

Executed under seal by duly authorized representatives of each party.

TOWN OF UPTON
By Its Board of Selectmen

GRAFTON WATER DISTRICT
By Its Board of Water Commissioners
